

October 15, 2018 7:00 P.M.

**JONES COUNTY BOARD OF COMMISSIONERS**

**REGULAR MEETING**

**JONES COUNTY SCHOOL BOARD MEETING ROOM, 320 W. JONES**

**TRENTON, NC 28585**

**MINUTES**

**COMMISSIONERS PRESENT:**

Mike Haddock, Chairperson

Zack Koonce, Commissioner

Sondra Ipock-Riggs, Commissioner

Frank Emory, Commissioner

**OFFICIALS PRESENT:**

Franky J. Howard, County Manager

Brenda Reece, Finance Officer

**COMMISSIONERS ABSENT:**

Joseph Wiggins, Vice-Chairperson

The Chairperson called the meeting to order and gave the invocation. **MOTION** was made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce and unanimously carried **THAT** the agenda be **APPROVED** with the following additions:

6. Resolution: Designation of Applicant's Agent

7. Closed Session per NCGS 143.318.11(a)(6)

**MOTION** made by Commissioner Zack Koonce, seconded by Commissioner Frank Emory, and unanimously carried **THAT** the minutes for the Regular Meeting on October 1, 2018 be **APPROVED** as presented.

**PUBLIC COMMENT PERIOD:**

Bonnie Smith, Henderson Road, explained to the Board that this was the 5<sup>th</sup> time her house flooded. Ms. Smith said she had been working with Eric Merritt but recently found out he was on leave. She stated she had been pleading with Mr. Merritt about getting this buyout completed before another flood and now she has lost 90% of her personal property. Ms. Smith is requesting who the contact person is since Mr. Merritt is on leave, and wanted to know what the status is on the buyout. And also, requested to be contacted for the special meeting.

Perry Lovelady, 116 East Jones Street, wanted to know how much of the town did we lose. He stated his concerns about the tax base and how he would be affected. He also stated that he did not know when the town meetings were being held.

**1. HEALTH DEPARTMENT-ADDITIONAL DIABETES PROGRAM FUNDS**

Mr. Franky Howard, County Manager, presented the Board with a request from the Health Department to accept an increase in approved funds from the Region 10 for Minority Diabetes Prevention Program. Previously the Board approved \$12,578 in funds; however, the Health Department learned that the agency had actually been awarded funds in the amount of \$13,263, an increase of \$685.00 over the amount previously approved for the department. Mr. Smith is requesting the Board approve the \$685.00 increase in the Health Department's

budget in the MDPP program for FY 2018-19. **MOTION** made by Commissioner Zack Koonce, seconded by Commissioner Frank Emory, and unanimously carried **THAT** the additional funds in the amount of \$685.00 be **APPROVED** as presented. A copy of the Agreement Addendum is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes.

## **2. TRILLIUM ABC FUNDS REPORT FOR FY 17-18**

Mr. Franky Howard, County Manager, presented the Board with the Trillium Health ABC Funds Report for FY 17-18. Mr. Howard explained that it is a requirement to provide an annual report to the Board of Commissioners describing how the funds were spent. A copy of the report is marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes.

## **3. RECOVERY UPDATE**

Mr. Franky Howard, County Manager, provided a recovery update:

- Jones County has created a Long Term Recovery Group. The name is JC RISE, (Recover, Inspire, Support, and Empower) this group will coordinate the many resources available to our residents to get through this recovery phase. The contact person for the group is Joy Wynne and Taffy Jones is the Vice President, Michael White is the secretary, and Jennifer King is the Treasurer.
- FEMA is working with the State to place Temp Housing in Jones County.
- We are working with FEMA teams to do substantially damage assessments throughout the County. If a home is over 50% damaged and in the AE flood zone (100 yr) then it will have to comply with the County's Flood Damage Prevention Ordinance, which means it will need to be elevated 2 ft above Base Flood Elevation.
- Jones County plans to hire a FEMA consultant to ensure we get the maximum reimbursement on our claims. This expense is covered by FEMA. This consultant will also begin the application process for Hazard Mitigation Funds for Florence Flooding. This is where we will either work with the State to Elevate or buyout the property.
- The DOT will be doing three passes for debris pickup.
- Landfill operating on regular schedule with one compactor.

## **4. DEBRIS PICKUP AWARD RECOMMENDATION**

Mr. Franky Howard, County Manager, presented the Board with the recommendation to award the Debris Pickup contract to DRC Emergency Services, LLC. They were the low bidder. Mr. Howard informed the Board that the contract would be good for four years with the option to renew for two more; this would ensure coverage for future storms. **MOTION** made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce, and unanimously carried **THAT** the award recommendation contract with DRC be **APPROVED** as presented. A copy of the contract is marked **EXHIBIT C** and is hereby incorporated and made a part of the minutes.

#### **5. DEBRIS MONITORING RECOMMENDATION**

Mr. Franky Howard, County Manager, informed the Board that we did not receive any bids for the Debris Monitoring, and are looking at other options to cover this. Mr. Howard explained to the Board that FEMA requires a monitoring process to verify the amount of debris being hauled during the pickup period.

#### **6. RESOLUTION: DESIGNATION OF APPLICANT'S AGENT**

Mr. Franky Howard, County Manager, presented the Board the Resolution for the Designation of Applicant's Agent. This Resolution states that Franky Howard will be the primary agent for FEMA purposes, and Brenda Reece will be the secondary agent. A copy of the resolution is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

#### **7. CLOSED SESSION PER NCGS 143.318.11(a)(6)**

**MOTION** made by Commissioner Zack Koonce, seconded by Commissioner Frank Emory, and unanimously carried **THAT** the meeting go into **CLOSED** to consider confidential personnel matters as provided in NCGS 143.318. 11(a)(6).

**MOTION** was made by Commissioner Frank Emory and seconded by Commissioner Zack Koonce, and unanimously carried to go out of Closed Session.

#### **COUNTY MANAGER'S REPORT**

Early voting starts this week  
Pollocksville Big Game Hunt is October 26<sup>th</sup> – 27<sup>th</sup>

#### **COMMISSIONER'S REPORTS**

*Commissioner Sondra Ipock-Riggs-* Requested information on who is buying out and who is not.


*Commissioner Zack Koonce-* Requested information on Magistrate Office also requested information on paperwork for buyout and mitigation.

*Chairperson Mike Haddock-* Informed everyone that all questions are to go to Franky Howard and Brenda Reece.

#### **PUBLIC COMMENT**

None

**MOTION** made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce, and unanimously carried **THAT** the meeting be **RECESSED** until October 18, 2018 at 4:00 pm.

  
\_\_\_\_\_  
Mike Haddock  
Chairman

\_\_\_\_\_  
Brenda Reece  
Interim Clerk to the Board

**Jones County Health Department**  
MDPP Budget FY 18-19 (June 1, 2018 - May 31, 2019)  
C - Paid by  
Contractor  
(PCHD)  
S - Paid by  
Subcontractor

Site		Total
Coach	Tamara Jones	
FTE	0.2	
Hours per week	8	
Salary	\$ 8,600.00	\$ 8,600.00
Fringe	\$ 2,600.00	\$ 2,600.00
#participants plan to enroll	10	
# screenings	30	
		\$ 11,200.00

NOTE: Totals that differ between sites are based on requests submitted by the site

Line Item	Subcontractor	
<b>Supplies &amp; Materials</b>		
Furniture		
	0 \$	\$ -
Furniture Subtotal		\$ -
Other		
Office Supplies	\$ 280.00	\$ 280.00
Office Supplies Subtotal		\$ 280.00
<b>Supplies &amp; Materials Total</b>		<b>\$ 280.00</b>
<b>Equipment</b>		
Medical		
	0 \$	\$ -
Medical Subtotal		\$ -
<b>Equipment Total</b>		<b>\$ -</b>

<b>Travel</b>				
Meals (\$38.30/day)				
	Lifestyle Coach Summit (1 Staff)	1	\$ 38.30	\$ 38.30
	Prevent T2 Training (new staff)	0	\$ 38.30	\$ -
	Meals Subtotal			\$ 38.30
Lodging (\$91/night)				
	Prevent T2 Training (new staff)	0	\$ 108.65	\$ -
				\$ -
Mileage (\$.535/mile)				
	Program related mileage (120mix12mths)	1440	\$ 0.545	\$ 784.80
	Lifestyle Coach Summit	220	\$ 0.545	\$ 119.90
	Prevent T2 Training (new staff)	0	\$ 0.545	\$ -
	Mileage Subtotal			\$ 904.70
<b>Travel Total</b>				
<b>Staff Development</b>				
Registration Fees				
	Lifestyle Coach Summit	1	\$ 50.00	
<b>Staff Development Total</b>				
<b>Media Communication</b>				
Advertising				
	mobile advertisements		\$ -	\$ -
	billboards (from 2016-17)		\$ -	\$ -
	pop-up banner	2	\$ 250.00	
	gas pump toppers		\$ -	
	Media- Facebook		\$ -	
	Flyers, newsletters		\$ -	
	Advertising Subtotal			
Printing				
	Curriculum - participant (\$20 ea)	0	\$ 20.00	\$ -
	Reprints Subtotal			\$ -
<b>Media Communication Total</b>				
<b>Rent</b>				
Office Space/Facility Rental				
			\$ -	\$ -

<b>Rent Total</b>					\$	-
<b>Dues &amp; Subscription</b>						
Data management					\$	-
<b>Dues &amp; Subscription Total</b>					\$	-
<b>Other</b>						
<b>Service payments</b>						
Lab Services					\$	-
<b>Service Payments Subtotal</b>					\$	-
<b>Incentives and Participants</b>						
Required	Calorie King Books(Class 2)	10	\$	-	\$	- AP
	Pedometers (Class 3)	10	\$	-	\$	- AP
	Portion Plates (Class 4)	10	\$	10.00		- C
	T-shirts (Class 6)	10	\$	-	\$	- AP
	Digital Food Scale (Class 8)	10	\$	-	\$	- AP
	Activity Tracker (Class 10)	10	\$	-	\$	- AP
	Mini Bike Station (Class 16 Option 1)	3	\$	-	\$	- AP
	Fitness DVD & Player (Class 16 Option 2)	7	\$	50.00		- C
	Bathroom Scale (Class 18)	10	\$	-	\$	- AP
	Grocery Store Gift Card (Class 20)	10	\$	25.00		
	George Foreman (Class 24)	10	\$	-	\$	- AP
<b>Optional</b>						
	Stretch Bands	10	\$	-	\$	- AP
	Tote Bags	10	\$	-	\$	- AP
	water bottle	10	\$	-	\$	- AP
	measuring cups	10	\$	-	\$	- AP
	spatula	10	\$	-	\$	- AP
	knife set	10	\$	-	\$	- AP
	measuring spoons	10	\$	-	\$	- AP
	food container	10	\$	-	\$	- AP
	sport armband	10	\$	-	\$	- AP
<b>Programmatic</b>						
	Binders for Curriculums (\$4 ea)	10	\$	4.00		- C
	Cooking Demo Kit (\$200 limit)	0	\$	200.00	\$	-
	Storage Bin	0	\$	40.00	\$	-

	Cooler (\$50)	0	\$	50.00	\$	-	
	Wagon (\$89)	0	\$	-	\$	-	AP
	Folding Table (\$81.99)	0	\$	-	\$	-	AP
	food (\$3.00/participant/class 26 classes per pro	260	\$	3.00	\$	780.00	
	gas cards (up to \$10/card 1/participant - 26 cla	260	\$	10.00	\$	60.00	
	Transportation - PATS service (26 classes)	0	\$	14.00	\$	-	
	Child Care	0	\$	19.23	\$	-	
	Incentives and Participants Subtotal				\$	840.00	
Other Total					\$	840.00	
Indirect Costs							
	Administrative Overhead		\$	-	\$	-	
Total Budgeted					\$	13,263.00	

**ABC Funds Report for FY 17-18**

County: Jones

Amount of ABC Funds Received \$ 3,557

ABC Funds Restrictions per County Allocation: None

Per GS 18B-805(h) since Trillium Health Resources received Alcoholism (ABC) Funds from your county, we are required to provide an annual report to the board of county commissioners describing how the funds were spent. Please find below to a brief description of the expenditures that were paid from July 1, 2017 to June 30, 2018.

Healing Transitions in Wake County: \$ 1,845 was paid for 41 days for individuals from your county to the Healing Transitions in Wake County for substance abuse treatment and specifically for detoxification services and recovery treatment.

\*Substance Abuse Treatment Services: \$ 99,836 was paid for 37 individuals from your county to providers for substance abuse treatment.

These Substance abuse treatment expenditures were spent for the treatment of alcoholism or substance abuse. These funds were paid to providers who contracted with Trillium to provide substance abuse treatment to consumers with an address in your county. Services provided include but are not limited to the below:

- Assessment/evaluation
- Outpatient treatment and counseling, including face to face and telepsychiatry and both individual and group
- Mobile Crisis
- Substance Abuse Intensive Outpatient Therapy
- Facility Based Crisis
- Opioid Treatment

\*Denotes State and County funds paid for services for consumers residing in Jones County with substance abuse diagnosis. This does NOT include Medicaid funds paid for the same.



Jones County, North Carolina

NOTICE-TO-PROCEED

**Effective Date:** \_\_\_\_\_, 2018

DRC Emergency Services, LLC  
Kirsty Fuentes, VP, Secretary, Treasurer  
408 N. Topsail Drive  
Surf City, NC 28445

**Re: Notice-To-Proceed (NTP): 2018 Hurricane Florence – DR-4393**

Dear Ms. Fuentes,

Jones County, North Carolina ("County") hereby gives DRC Emergency Services, LLC ("DRC") a "Notice to Proceed" with mobilization of personnel and equipment to assist County with Disaster Debris Removal And Clearance Services as a result of the Presidential Disaster Declaration (DR-4393), 2018 Hurricane Florence.

On the basis of this action, you are authorized to proceed in accordance with the terms and conditions of the Agreement between County and DRC for Disaster Debris Removal And Clearance Services, dated \_\_\_\_\_, 2018, including providing services for clearing those certain municipal streets located within the established limits of any incorporated municipality that has entered into an interlocal agreement with County designating that County is responsible for clearing the rights-of-way of those certain municipal streets. A task order with a detailed scope and an initial project not-to-exceed amount will be provided for review and execution.

"Notice to Proceed" is hereby given and accepted by the signature below.

Please contact me to coordinate your efforts with our monitoring contractor. I can be reached at \_\_\_\_\_ or [fhoward@jonescountync.gov](mailto:fhoward@jonescountync.gov).

Sincerely,

Franky Howard  
Jones County Manager  
Jones County, NC

Accepted by:

DRC Emergency Services, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into effective as of the 17<sup>th</sup> day of October, 2018 (the "Effective Date"), by and between JONES COUNTY, NORTH CAROLINA (the "County") and DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Contractor").

### RECITALS

WHEREAS, the County solicited proposals from various contractors and awarded the contract to Contractor based on Contractor's response to the County's Request for Proposals ("RFP"), such RFP and Contractor response are attached hereto as Exhibit C, which is incorporated by reference as if fully stated herein.

WHEREAS, the County desires to engage Contractor to perform certain services, and Contractor desires to perform such services, all on the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Contractor. Effective as of the date of this Agreement, Contractor agrees to supply personnel as specifically requested in writing by the County to perform the services described in Exhibit A attached hereto (collectively, the "Contractor Services").

2. Independent Contractor Relationship. Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers' compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the County and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf the other party. It is expressly understood that the Contractor is an independent contractor in every respect.

3. No Exclusive Duty. The Contractor shall devote sufficient time, attention, personnel and other resources to perform the Contractor Services, provided, however, the Contractor shall not be required to perform work exclusively for the County and Contractor may have other business interests and may engage in other activities in addition to those relating to the County.

4. Term. The term of this Agreement shall commence on the Effective Date and terminate on October 17, 2021, subject to the provisions of Paragraphs 5 and 6 (the "Initial

Term”). Upon expiration of the Initial Term, this Agreement may be extended for up to two (2) additional one (1) year periods upon mutual written agreement of Contractor and the County.

5. Termination. Either party shall have the right to terminate this Agreement immediately upon written notice thereof to the other party, if such other party breaches any of the material terms of this Agreement or fails to perform or observe any of its material obligations hereunder, and such breach or failure is not cured within a period of ten (10) days after the receipt by such party of written notice of such breach or failure specifying the nature of the breach or failure. The County or Contractor may terminate this Agreement without cause and at any time for any reason without any further obligation to the other party by providing the other party with thirty (30) days written notice. In the event of termination in accordance with this Paragraph, the County shall pay Contractor for services rendered (as set forth in Paragraph 6 of this Agreement) through the effective termination date and the County shall be liable for the same until such amounts are fully and finally settled.

6. Compensation. The County will pay Contractor pursuant to the payment schedule attached to Exhibit B. In no event shall the amount payable under this Agreement exceed Two Million Dollars (\$2,000,000.00) (the “Cap”). If the Contractor performs services such that the amount payable under this Agreement reaches the Cap, Contractor may suspend performance of Contractor Services under this Agreement until the parties agree to amend this Agreement to increase the amount of the Cap.

7. Taxes. Contractor shall be solely responsible for the payment of all taxes and/or assessments imposed on the payments of compensation for the performance of services outlined herein, including, without limitation, any unemployment insurance or tax, self-employment tax, federal, state and foreign income taxes, and any federal social security payment or similar taxes. Notwithstanding, the County may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation; provided, however, that the County shall provide the Contractor with written substantiation of withholding and remittance of such taxes upon Contractor’s request.

8. No Breach. Each party hereby represents and warrants to the other party that: (a) it has all right, power and authority to grant the rights granted herein and to perform all of its obligations hereunder; (b) by entering into this Agreement and performing the obligations herein, it will not breach or violate any agreement, charter, instrument or other document to which it is a party or otherwise bound; and (c) it is currently in compliance and, throughout the term of this Agreement, it shall comply, in all material respects, with all applicable laws, rules and regulations.

9. Insurance. Contractor shall maintain as a condition precedent to this Agreement an approved and satisfactory general comprehensive liability insurance policy in the minimum amount of \$1,000,000.00, and naming the County, its employees and elected officials as additional insureds. Such general comprehensive insurance, the premiums for which have been paid by the Contractor, shall cover any claim for damages of whatever nature brought by any person, corporation or business entity against the Contractor, the County, its employees, named insureds, or additional insureds, or any of them arising out of or in any manner connected with the services provided to the County. Contractor shall furnish the County as a condition precedent to

this Agreement evidence of approved and satisfactory workers' compensation insurance providing workers' compensation insurance to Contractor's employees, unless Contractor is not required by law to have such insurance coverage.

10. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the County, which shall not be unreasonably withheld.

11. Solid Waste Disposal Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, et seq.).

12. Contract Work Hours and Safety Standards Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Contract Work Hours and Safety Standards Act, as amended (40 United States Code, Chapter 37).

A. Overtime requirements. Contractor or any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

D. Subcontracts. Contractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

13. Clean Air Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Clean Air Act, as amended (42 U.S.C. §7401, et seq.).

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

14. Federal Water Pollution Control Act (Clean Water Act). During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Federal Water Pollution Control Act (Clean Water Act), as amended (33 U.S.C. § 1251 et seq.).

Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

15. Energy Policy and Conservation Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable federal, state and local laws pertaining to energy efficiency, including but not limited to, the Energy Policy and Conservation Act, as amended (42 U.S.C.A § 6201 et seq.).

16. Byrd Anti-Lobbying Amendment. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (42 U.S.C. § 1352, et seq.).

17. Non-Discrimination. The Contractor will not discriminate against any person, employee or applicant for work or employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices as required by applicable law setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will received consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin.

The Contractor, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

In all solicitations ether by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and applicable regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation or national origin

The Contractor will furnish all information and reports required by Executive Order 11246 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts for purposes of investigation to ascertain compliance with such rules, regulations, and relevant orders of the Secretary of Labor.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Contractor will include these Non-Discrimination provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor will comply with all provisions of Executive Order 11246 and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will comply with all provisions of Executive Order 12250 Coordination of Grant-Related Civil Rates Statutes.

The Contractor will take steps to solicit employment, subcontractor, vendor, volunteer and other employment opportunities with respect to services provided to County under this Agreement from minority and women owned businesses.

18. Force Majeure. Except with respect to payment obligations under this Agreement, neither party hereto shall be liable for any failure to perform due to strikes, riots, civil disturbances, acts of terrorism, wars, failures or fluctuations in electrical power or telecommunications equipment, or any other cause beyond such party's reasonable control (each an "Event of Force Majeure"). The parties shall use their commercially reasonable efforts to minimize the consequences of any Event of Force Majeure.

19. Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. pt. 3000. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

20. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to principles of conflict of laws. Venue of any dispute concerning this Agreement shall be exclusively in Jones County, North Carolina. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Contractor:

DRC Emergency Services  
Kirsty Fuentes, VP, Secretary, Treasurer  
408 N. Topsail Drive  
Surf City, NC 28445

If to the County:

Franky Howard  
County Manager  
418 Hwy 58 N., Unit A  
Trenton, North Carolina 28585

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The parties' respective rights under this Agreement are cumulative and either party's exercise or enforcement of any right or remedy under this Agreement will not preclude such party's exercise or enforcement of any other right or remedy which such party is entitled to enforce at law or in equity.

(e) Contractor's or the County's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the County may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall effect the validity or enforceability of, the remaining provisions of this Agreement.

(g) This Agreement shall not be construed or interpreted in favor of or against Contractor or the County on the basis of draftsmanship or preparation of the Agreement.

(h) From and after the date this Agreement is signed by both County and Contractor, this Agreement shall supersede all prior and contemporaneous agreements and understandings between Contractor and the County, whether written or oral, with respect to the subject matter hereof.

(i) This Agreement can only be amended or modified in a written document signed by both Contractor and the County.

(j) All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

(k) This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall



constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

- (l) The following access to records requirements apply to this Agreement:
  - (i) Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - (ii) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - (iii) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (m) Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- (n) This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (o) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- (p) The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- (q) As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor

to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

- (r) Contractor certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or contractor to monitor compliance with this restriction.
- (s) The Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each Contractor to monitor compliance with this restriction.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first written above.

-CONTRACTOR-

-COUNTY-

\_\_\_\_\_

JONES COUNTY

By: \_\_\_\_\_  
    , President

By: \_\_\_\_\_  
Name: Mike Haddock  
Title: Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board of Commissioners

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **1.1 Location of Work**

County is responsible for debris management and removal in the unincorporated areas of the county. All municipalities may activate their respective contracts with Contractors for debris removal and disposal in their respective incorporated area. Alternatively, each municipality may enter into an Interlocal Agreement allowing the County to be responsible for debris management and removal the municipality's corporate limits if the County is an Activating Entity. The planning figures listed below include debris from all municipalities.

Each Activating Entity shall designate a Debris Manager.

The designated area for debris removal is bounded by the Activating Entity's jurisdictional boundaries and includes public property and Right-of-Ways ("ROWs"), easements, parks, and Activating Entity's debris staging areas within the unincorporated areas of the County and may include private and orphan road segments within the jurisdictional boundaries of the County. Any debris removal performed on municipal roadways will be performed as identified and directed by the Activating Entity's Debris Manager or his authorized representative.

The Contractor may be tasked with removal, reduction/management and disposal of eligible storm debris on designated non-FHWA routes on the North Carolina State System Roads within the jurisdictional boundaries of Jones County. A separate Task Order will be issued for this work if requested by the Activating Entity. All cost and documentation, including load tickets, debris management, reduction and final disposal cost, manifest and weight tickets, shall be tracked and invoiced separate from all other work. The routes eligible for release to Jones County from the North Carolina Department of Transportation (NCDOT) are NON-FEDERAL AID ROUTES within the jurisdictional boundaries of Jones County.

NC Department of Transportation crews or their designated contractors will remove debris from FEDERAL AID ROUTES.

The Contractor shall not remove debris from the ROW on FEDERAL AID ROUTES such as Interstate routes, US-designated routes, NC-designated routes or secondary routes eligible for FHWA reimbursement.

## **1.2 Overview of Scope and Unit Rate Schedule Items**

All debris identified by the Activating Entity's Debris Manager or his authorized representative shall be removed. The Contractor shall make a minimum of three complete passes through the County, removing all debris along each street ROW. It is at the Activating Entity's discretion to require as many passes as may be required to remove all eligible debris. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the Activating Entity or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of the contract unless specifically authorized by the Activating Entity's Debris Manager or his authorized representative in writing.

Under the contract, work shall consist of clearing and removing any and all "eligible" debris as defined by Federal Emergency Management Agency ("FEMA") Publications 321, 322, 323, 325, Fact Sheets, all applicable State and Federal Disaster Specific Guidance and policies.

Work will include:

- Examining debris to determine if it meets FEMA eligibility guidelines, determine debris category, determine if the debris is burnable or non-burnable,
- Loading the eligible debris and transporting it to an approved Debris Management Site (DMS) or approved final disposal facility,
- Managing/segregating and reducing the debris at the DMS,
- Hauling the reduced debris to an approved disposal facility.

Debris not defined as eligible by FEMA Publication 325 or State or Federal Disaster Specific Guidance or policies will not be loaded, hauled, or dumped under the contract unless written instructions are given to the Contractor by the Activating Entity's Debris Manager or his authorized representative.

It shall be the Contractor's responsibility to load, transport, manage, reduce, and properly dispose of any and all disaster generated debris resulting from an event under which the Contractor was issued a Task Order, unless otherwise directed by the Activating Entity's Debris Manager or his authorized representative, in writing. This includes, but is not limited to:

#### 1.2.1 Emergency Clearance (Cut and Toss) Operations

The Contractor may be requested to assist the Activating Entity in the initial response phase of an event. If the Activating Entity elects to utilize the Contractor, a Task Order for Emergency Roadway Clearance will be issued with a list of designated roads. The Contractor will “cut and toss” debris clearing a pathway on the designated roads adequate to allow access by emergency vehicles. No debris will be hauled during the Emergency Clearance Operations phase of the project. Work performed under an Emergency Clearance Operations Task Order will be paid based on the hourly rates as provided in Schedule 1-Hourly Equipment and Labor Price Schedule.

#### 1.2.2 Eligible Vegetative Debris Removal

As outlined in FEMA Publication 325, Eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers.

#### 1.2.3 Eligible Construction and Demolition (C&D) Debris Removal

FEMA Publication 325 defines Eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event.

#### 1.2.4 Eligible Demolition, Removal and Transportation of Structures

Disaster damaged public structures determined to be an immediate threat to life, public health and safety by the County or other Activating Entity shall be demolished, loaded and transported to a final disposal facility permitted to accept demolition material.

#### 1.2.5 Debris Management Site(s) Management and Operation

Site development, maintenance, monitoring to ensure the site functions efficiently and safely in any environment while receiving, segregation, reduction, staging, outbound loading of debris and DMS close-out and restoration.

#### 1.2.6 Grinding of Eligible Vegetative Storm Debris (Reduction)

Reducing eligible vegetative debris staged on the DMS by mechanical means (tub grinders) into smaller pieces of vegetation to be used as mulch, compost or fuel.

Grinding may also be referred to as chipping or mulching.

#### 1.2.7 Incineration of Eligible Storm Debris

The use of air curtain or portable air curtain incinerators to burn eligible vegetative debris reducing it to ash.

#### 1.2.8 Final Disposal of Eligible Reduced Vegetative Debris to COUNTY Approved Final Disposal Facility

Transportation (one way) of reduced debris to an Activating Entity approved final disposal facility permitted to accept ash or recycling facility permitted to utilize the reduced vegetation (mulch/chips) as a beneficial end use product such as compost or fuel. Land application of vegetative debris reduced by incineration or open burning is not a final disposal option.

#### 1.2.9 Removal of Eligible Hazardous Trees

Disaster damaged trees approved by the Activating Entity and qualifying as a FEMA Eligible Hazardous Tree.

#### 1.2.10 Removal of Eligible Hazardous Limbs

Disaster damaged or broken hanging limbs approved by the Activating Entity and qualifying as a FEMA Eligible Hazardous Limb.

#### 1.2.11 Extraction of Eligible Hazardous Stump

Stumps originating in the ROW or in a public use area, attached to a disaster damaged trees, approved by the Activating Entity and qualifying as a FEMA Eligible Hazardous Stump.

#### 1.2.12 Eligible Household Hazardous Waste (HHW) Removal Transport and Final Disposal

The Resource Conservation and Recovery Act (RCRA) define Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc.

Work under the contract will require collection, consolidation, manifest, transport, and final disposal at an Activating Entity approved Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

#### 1.2.13 Removal of Eligible Abandoned Vehicles

Abandoned vehicles, approved by the Activating Entity, that pose an immediate threat to lives, public health and safety located within the ROW or on public use areas.

#### 1.2.14 Removal and Final Disposal of Eligible Putrescent Debris

Fleshly organic matter such as animal carcasses and putrefied meats and food waste removed from white good products.

#### 1.2.15 Eligible White Goods Removal and Recycling

As outlined in FEMA Publication 325, Eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled.

#### 1.2.16 Freon Removal from Eligible White Goods

Removal of Freon (ozone depleting compound) from eligible white goods or other refrigerant containing items are required prior to recycling or disposal.

#### 1.2.17 Eligible Small Motorized Equipment Removal and Recycling

Small tools and motorized equipment containing petro-chemicals and fuel such as lawnmowers and chainsaws.

#### 1.2.18 Eligible Electronic Waste (E-Waste) Recycling

Electronic components that may contain hazardous components such as Televisions, radios, microwaves, monitors, VCR's, DVD's, camcorders and computers.

### **1.3 Scope of Work**

All debris identified by the Activating Entity's Debris Manager or his authorized representative shall be removed. The Contractor shall make a minimum of three complete passes through the County designated areas, removing all debris along each street ROW. It is at the Activating Entity's discretion to require as many passes as may be required to remove all eligible debris. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to

another designated work area without prior approval from the Activating Entity or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of the contract unless specifically authorized by the Activating Entity's Debris Manager or his authorized representative in writing and have an executed Right of Entry from the land/property owner.

### 1.3.1 Emergency Clearance

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to clear (cut and toss to the side), only to the extent required, debris from eligible roadways making them passable for emergency vehicular traffic, clear areas at critical facilities only to the extent required to provide access by emergency vehicles and essential personnel and drainage structure obstructions that are an obvious factor in flooding improved property and causing damage to roadways and bridges. All Activating Entity's Debris Manager designated roadways shall be passable, critical facilities accessible and drainage structures opened within seventy (70) working hours of the issuance of a Task Order from the Activating Entity to conduct Emergency Clearance work. This may include roadways, critical facilities and drainage structures in municipalities within the County. Clearance of these roadways, critical facilities and drainage structures will be performed as identified by the Activating Entity's Debris Manager or his authorized representative.

Contractor's Emergency Clearance crews shall be comprised of the following:

- One (1) rubber tired or rubber track loading unit with operator (bobcat, loader, etc.);
- Two (2) saw men with chainsaws and all required ancillary support equipment;
- Four hand labors to assist saw men with debris and relocate debris to the extent required to provide access as described above;
- Foreman with pickup truck and all support equipment required to maintain the crew's effective and efficient progress through the work day.

Each Emergency Road Clearance Crew shall be assigned a unique alpha numeric designation and have each piece of equipment and personnel identified as assigned to that specific crew.

Modifications to the Emergency Road Clearance Crew's composition may be requested by the Contractor based on the severity of damages and volume of debris to be cleared.

Additional equipment saw men, climbers with chainsaws, laborers or support vehicles requested by the Contractor after the crews have been field deployed must be approved by the Activating Entity's Debris Manager or his authorized representative or the on-site Activating Entity Representative.



Any equipment out of service for a period longer than that required to perform normal maintenance and refueling will be denoted on the crew's daily time sheet as "out of service" and not eligible for payment. Failure on the part of the Contractor's foreman or laborers to perform efficiently and productively shall be noted by the Activating Entity's on-site Representative.

The Contractor will be compensated on the hourly rates submitted in SCHEDULE 1-HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE. A maximum time limit of seventy (70) hours, seven ten hour days or any combination of hours/day that adds up to seventy hours of eligible work and is approved by the Activating Entity, will be allowed for the Task Order unless specifically authorized by the Activating Entity.

#### 1.3.2 Eligible ROW Vegetative Debris Removal

Under the contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the ROW to an Activating Entity approved DMS(s) or other designated disposal facility. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the federally declared disaster event.

For the purposes of the contract, vegetative debris which is placed in immediate close proximity to the street, staged in a contiguous pile, and which is accessible from the street with loading equipment (i.e. not behind a fence or other physical obstacle) will be removed.

Removal of vegetative debris existing in the County will be performed as identified by the Activating Entity's Debris Manager or his authorized representative.

Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the Activating Entity or its authorized representative in writing. The Activating Entity will provide specific Right-of-Entry ("ROE")/Hold Harmless legal and operational procedures if and when the Contractor is permitted to enter private property.

#### 1.3.3 Eligible ROW C&D Debris Removal

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs to pick up and transport Construction and Demolition (“C&D”) debris existing in the ROW to an Activating Entity approved C&D landfill or other Activating Entity approved final disposal facility.

Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant’s improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the federally declared disaster event and not reconstruction.

For the purposes of the contract, C&D debris which is placed in immediate close proximity to the street, staged in a contiguous pile and which is accessible from the street with loading equipment (i.e. not behind a fence or other physical obstacle) will be removed.

Removal of C&D debris existing in the Activating Entity’s ROW will be performed as identified by the Activating Entity’s Debris Manager or his authorized representative.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 1.3.4 Eligible Demolition, Removal, Loading and Transport of Structures

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public property and under authorization by the Federal Coordinating Officer (FCO) private property within the jurisdictional limits of the Activating Entity. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to an Activating Entity approved designated disposal facility. Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

Removal, loading and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the Activating Entity’s Debris Manager or his authorized representative.

Entry onto private property will only be permitted when directed in writing by the County or County’s authorized representative. The County will provide specific Right of Entry (ROE)/Hold Harmless legal and operational procedures to the Contractor prior to entry on private property.

Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition of structures.

### 1.3.5 DMS Management and Operations

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to manage and operate DMS(s) for the acceptance, management, segregation and staging of disaster related debris. DMS(s) layout and ingress and egress plan must be approved by the Activating Entity's Debris Manager or his authorized representative. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

The management of DMS(S) includes assistance in obtaining necessary local, state, and federal permits and operating in accordance with all local, state and federal regulatory agencies.

Debris at the DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, hazardous stumps, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County). The Contractor shall provide an adequate number of "spotters" at all hauling units off-loading locations within the DMS to provide assistance to drivers and remove any contaminants intermingled with the debris. Provisions shall be made for adequate storage of miscellaneous C&D and any other contaminants removed from the vegetative waste stream entering the DMS.

Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, site office, water, lighting, portable toilets, and monitoring towers.

Contractor is responsible for providing DMS(S) traffic control on roadways at ingress and egress points to the DMS and truck routes within the DMS.

Contractor is responsible for providing DMS(S) dust control as well as debris, mud and dust control at ingress and egress points to the DMS(s). An operable water truck shall be available at all time on the DMS(s).

Contractor is responsible for providing Activating Entity approved twenty-four (24) hour site security.

Contractor will only permit Contractor vehicles, hauling units and others specifically authorized by the County or its authorized representative on site(s).

Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris.

Contractor shall provide a tower(s) from which the Activating Entity or its authorized representative can make volumetric load calls and validate Contractors' trucks are empty when exiting the DMS(s). The tower provided by the Contractor will at a minimum meet the specifications provided in Section 1.4.6, Debris Site Tower Specifications of this procurement.

Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA, and NCDENR guidelines. The Contractor shall be responsible for all cost associated with soil and groundwater pre-use and closure (sampling) monitoring and soil/water removal and disposal as a result of a chemical or petroleum release associated with the DMS(s) operations.

Upon completion of haul-out activities, Contractor shall remediate the site to pre-disaster condition at their own expense, abiding by all State and Federal environmental regulatory requirements, and obtain a written release from the Activating Entity or its authorized representative.

#### 1.3.6 Grinding of Eligible Vegetative Storm Generated Debris (Reduction)

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to reduce eligible vegetative storm generated debris by grinding. Reduction methods are at the discretion of the Activating Entity's Debris Manager or his authorized representative. Grinding must be approved by the Activating Entity's Debris Manager or his authorized representative prior to commencement of reduction activities.

All un-reduced storm debris must be staged separately at the DMS(s) and disposed of at an Activating Entity approved final disposal facility.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 1.3.7 Incineration of Eligible Storm Debris (Reduction)

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by incineration. Reduction methods (air curtain pit and portable air curtain burning) are at the discretion of the Activating Entity's Debris Manager or his authorized representative. Incineration must be approved by the Activating Entity's Debris Manager or his authorized representative prior to commencement of reduction activities.

All ash resulting from incineration of vegetative debris shall be handled in such a manner as not to present a fire hazard. A fire watchman/tender shall be present at all times throughout this operation and shall have adequate fire suppression equipment available as well as a reliable means of communications to notify 911 in case of an emergency. Any and all cost associated with an uncontrolled burn of debris will be paid by the Contractor.

All un-reduced storm debris not reduced by the incineration method utilized and incorporated in the ash shall be staged separately at the DMS(s) and disposed of at a final Activating Entity approved disposal facility.

Land application of vegetative debris reduced by incineration or open burning is not a final disposal option.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 1.3.8 Disposal of Eligible Reduced Vegetative Debris at County Approved Final Disposal Site

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to load and transport reduced vegetative debris existing at an Activating Entity approved DMS(S) to a final Activating Entity approved disposal facility.

Compensation will be by the ton/mile, calculated on the number of miles (one way) from the DMS where the debris was loaded to the final disposal facility multiplied by the rate entered on Schedule 1- Unit Rate Price Schedule.

All un-reduced storm debris must be transported separately from reduced debris to an Activating Entity approved final disposal facility.

#### 1.3.9 Removal of Eligible Hazardous Trees

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured at breast height (4.5 feet ) from the base of the tree existing on the Activating Entity ROW. Debris generated from the removal of Eligible hazardous trees existing in the Activating Entity will be placed in the safest possible location on the Activating Entity ROW and subsequently removed in accordance with scope of services, under the terms, conditions and procedure described in Section 1.3.2 Eligible ROW Vegetative Debris Removal.” Eligible hazardous leaning trees less than six (6) inches in diameter, measured at breast height, will be flush cut, loaded and removed in

accordance with the terms, conditions, and compensation schedule for scope of services in Section 1.3.2 Eligible ROW Vegetative Debris Removal. The Activating Entity will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis.

Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal of Eligible hazardous trees six (6) inches or greater in diameter existing on the Activating Entity's ROW or private property will be performed as identified by the Activating Entity's Debris Manager or his authorized representative. Any disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the Activating Entity's Debris Manager or his authorized representative. For hazardous trees to be removed and Eligible for reimbursement, the tree must be six (6) inches or greater in diameter and meets one or more of the following "Eligible Hazardous Tree" criteria as a direct result of the event:

- More than fifty percent (50%) of the tree crown is damaged or destroyed.
- The tree's trunk is split or branches have been broken off exposing heartwood.
- The tree has been uprooted and partially fallen in a public use area; and/or
- Leaning in excess of thirty (30) degrees

NOTE: The Activating Entity will not pay for the stump attached to a Hazardous Tree as a separate Hazardous Stump pay item.

The Activating Entity's preference is to have FEMA personnel pre-validate Eligible Hazardous Trees prior to removal.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 1.3.10 Removal of Eligible Hazardous Limbs

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs and other associated costs necessary to remove Eligible Hazardous Limbs.

Eligible hazardous limbs will be identified by the Activating Entity or its authorized representative for removal. Removal and placement of Eligible hazardous limbs greater than two (2) inches in diameter existing on the Activating Entity's ROW or private property will be performed as identified by the Activating Entity's Debris Manager or his authorized representative. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the Activating Entity's Debris Manager or his authorized representative. In order for hazardous limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

- The limb is greater than two (2) inches in diameter at the point of breakage;
- The limb is still hanging in a tree and threatening a public-use area; and
- The limb is located within the ROW or on improved public property.

After all Eligible Hazardous Limbs removed shall be placed on the ROW in a manner not to create a vehicular or pedestrian hazard, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services in Section 1.3.2 Eligible ROW Vegetative Debris Removal.

The Activating Entity's preference is to have FEMA personnel pre-validate Eligible Hazardous Limbs prior to removal.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 1.3.11 Extraction of Eligible Hazardous Stumps

Under the contract, work shall consist of stump void backfill and other associated costs necessary to remove, and final dispose of all eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree originating on the Activating Entity's ROW. Further, debris generated from the removal of uprooted stumps existing on the Activating Entity's ROW will be transported to a Activating Entity approved DMS(s) and staged at a designated "Hazardous Stumps" location separate from eligible vegetative debris or disposed of at an Activating Entity approved Final Disposal Site in accordance with all Federal, State and local rules and regulations. Non-Hazardous Stumps measured twenty-four (24) inches from the base of the tree with a diameter of twenty-four

(24) inches or less will be considered normal Eligible vegetative debris and removed in accordance with scope of services in Section 1.3.2 Eligible ROW Vegetative Debris Removal.

Non-Hazardous Stumps removed and hauled to the DMS(s), separate from eligible vegetative debris and staged at "Non-Hazardous Stump" designated locations at the DMS(s), will be converted into a cubic yardage volume based on the published FEMA Disaster Assistance Policy 9523.11: Hazardous Stump Extraction and Removal Policy, Stump Conversion Table. Non-Hazardous stumps loaded and transported to the DMS(s) mixed with eligible vegetative debris will be incorporated in the hauling unit's overall load assessment at the DMS(s) observation tower.

Eligible hazardous stumps will be identified by the Activating Entity or its authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the Activating Entity's ROW or private property will be performed as identified by the Activating Entity's Debris Manager or his authorized representative. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in

writing, by the Activating Entity's Debris Manager or his authorized representative. In order for hazardous stumps to be removed and eligible for reimbursement, the stump is required to have a diameter greater than 24 inches when measured 24 inches from its base ( where it entered the ground prior to being up rooted by the storm) and also satisfy both following criteria:

- Fifty percent (50%) or more of the root ball is exposed.
- The stump is on Activating Entity's ROW and poses an immediate threat to public health, safety or welfare.

Loose stumps placed on the ROW by others and stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services in Section 1.3.2 Eligible ROW Vegetative Debris Removal. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA Disaster Assistance Policy 9523.11: Hazardous Stump Extraction and Removal Policy, Stump Conversion Table.

Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The subsurface portion of the stump shall not be removed. The residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services in Section 1.3.2, Eligible ROW Vegetative Debris Removal.

The Activating Entity or its authorized representative will measure and certify all eligible stumps prior to removal. The Activating Entity's preference is to have FEMA personnel pre-validate Eligible Hazardous Stumps prior to removal.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 1.3.12 Eligible Household Hazardous Waste Removal, Transportation and Final Disposal

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary for the removal, transportation and disposal of Household Hazardous Waste ("HHW").

The removal, transportation, and disposal of HHW includes obtaining all necessary Federal, State and local permitting associated with hazardous waste collection, consolidation, and transportation. The final disposal TSDF shall be permitted and operating in accordance with all Federal, State and local regulatory agencies.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.



#### 1.3.13 Removal of Eligible Abandoned Vehicle

Under the contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and haul off of Eligible abandoned vehicles in areas identified and approved by the Activating Entity. The removed Eligible vehicles will be hauled to an Activating Entity approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

The removal, transportation and disposal of Eligible abandoned vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 1.3.14 Removal and Final Disposal of Eligible Putrescent Debris

Under the contract, work shall consist of the removal of animal carcasses in areas identified and approved by the Activating Entity and organic debris removed from collected eligible white goods. The carcasses will be collected and disposed of in accordance with Natural Resource and Conservation Service (NRCS) specific guidelines. Organic waste removed from white goods shall be collected, treated and disposed of in accordance with US Environmental Protection Agency guidelines for biological hazardous waste.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

#### 1.3.15 Eligible ROW White Goods Removal and Recycling

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic and miscellaneous costs associated with the removal of, transportation and recycling of White Goods existing on the Activating Entity's ROW. White Goods containing refrigerants will be hauled to an Activating Entity approved staging area where certified technicians will remove the refrigerants based off the compensation schedule of 1.3.16, Freon Removal from Eligible White Goods.

The removal, transportation and disposal of White Goods includes obtaining all necessary Local, State and Federal Handling Permits and operating in accordance with all Local, State and Federal regulatory agencies.

The removal of putrescent organic debris from refrigerated appliances will be compensated under the terms and conditions of Section 1.3.14, Removal and Final

## Disposal of Eligible Putrescent Debris.

The eligibility criteria for white goods are as follows:

- White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the declared disaster event

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

### 1.3.16 Freon Removal from Eligible White Goods

Under the contract, work shall consist of the removal and disposal of refrigerants from items containing Freon in areas identified and approved by the Activating Entity. The Freon containing

items will be hauled to an Activating Entity approved staging area under the terms and conditions of Section 1.3.15 Eligible ROW White Goods Removal and Recycling, and subsequently the Freon will be removed and disposed of by a certified technician before the unit is recycled or disposed.

The removal and disposal of Freon includes obtaining all necessary Federal, State and local Permits and the final disposal/recycling facility shall be operating in accordance with all Federal, State and local regulatory agencies.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

### 1.3.17 Eligible Electronic Waste (E-Waste) Removal and Recycling

The contract work shall consist of removal; transportation to an Activating Entity approved staging area for electronic component removed from the ROW, packaging, and transportation to a recycling facility approved by the Activating Entity.

The recycling facility shall be approved by the Activating Entity and be in compliance with all Federal, State, and local regulations.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

### 1.3.18 Eligible Small Motorized Equipment (SME's) Removal and Disposal

Under the contract eligible small motorized equipment placed within the Activating Entity's right of way will be collected, hauled to a County approved staging area, all liquids evacuated, electronics removed and packaged for proper disposal at a Activating Entity approved disposal facility in compliance with all Federal, State, and local regulations. The decontaminated SME(s) will be recyclable at an Activating Entity approved recycling facility. Liquids removed from the SME's will be compensated in Section 1.3.12 and disposal of electronic components removed from the SME's will be compensated in Section 1.3.17.

Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates.

**EXHIBIT B**  
**ATTACHMENT 5**

**SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE**

<b>Equipment Type –Emergency Clearance</b>	<b>Hourly Equipment Rate</b>
Bobcat Loader, 60 Hp, w/grapple, w/Operator	\$100.00
Bucket Truck w/Operator (lift height)	\$175.00
Crash Truck w/Impact Attenuator and driver	\$135.00
Dozer, Tracked, D5 or similar w/Operator (Wt./Hp)	\$75.00
Dozer, Tracked, D6 or similar w/Operator (Wt./Hp)	\$100.00
Dozer, Tracked, D7 or similar w/Operator (Wt./Hp)	\$125.00
Dozer, Tracked, D8 or similar w/Operator (Wt./Hp)	\$150.00
Dump Truck, 18 CY-20 CY w/CDL Driver	\$100.00
Dump Truck, 21 CY-30 CY w/CDL Driver	\$110.00
Dump Truck, 31 CY-70 CY w/CDL Driver	\$140.00
Dump Truck 70 CY-110 CY w/CDL Driver	\$150.00
Generator/ Light Plant w/fuel and maintenance(Specify KW)	\$75.00
Grader w/12' Blade and Operator (Wt./Hp)	\$150.00
Hydraulic Excavator, 1.5 CY ( Wt.&Hp) w/Operator	\$145.00
Hydraulic Excavator, 2.5 CY ( Wt.&Hp) w/Operator	\$155.00
Knuckle boom Loader,10,000 lb. Capacity w/Operator	\$200.00
Lowboy Trailer w/Tractor and Driver	\$125.00
Mobile Crane (Adequate for hanging limbs/leaning trees) w/Operator (lift Capacity)	\$175.00
Pickup Truck, .5 Ton                      unmanned	\$30.00
Pickup Truck, 1.0 Ton                      unmanned	\$40.00
Truck, Flatbed w/Driver ( Model &Hp)	\$140.00
Water Truck,3,000-5,000 gal w/CDL Driver (List tank capacity)	\$95.00
Wheel Loader, 2.5 CY, 950 or similar ( Wt.&Hp) w/Operator	\$165.00
Wheel Loader, 3.5 – 4.0 CY, 966 or similar ( Wt. & Hp) w/Operator	\$175.00
Wheel Loader, 4.5 CY, 980 or similar ( Wt.&Hp) w/Operator	\$175.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY ( Wt.&Hp) w/Operator	\$165.00
Other – Provide Separate List ( Wt.&Hp) w/Operator	N/A

<b>Labor Category</b>	<b>Hourly Labor Rate</b>
Operations (Project) Manager w/communications and Pickup	\$80.00
Crew Foreman w/Cell Phone and Pickup	\$70.00
Certified Tree Climber with Chainsaw	\$90.00
Certified Chainsaw Operator (saw man)	\$45.00
Laborer w/small tools, traffic control, or flag person	\$45.00

# RESOLUTION DESIGNATION OF APPLICANT'S AGENT

North Carolina Division of Emergency Management

Organization Name (hereafter named Organization)

County of Jones

Disaster Number:

FEMA-4393-DR-NC

Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):

Applicant's Fiscal Year (FY) Start

Month: 07 Day: 01

Applicant's Federal Employer's Identification Number

56-6000312

Applicant's Federal Information Processing Standards (FIPS) Number

## PRIMARY AGENT

## SECONDARY AGENT

Agent's Name

Franky Howard

Agent's Name

Brenda Reece

Organization

County of Jones

Organization

County of Jones

Official Position

County Manager

Official Position

Finance Officer

Mailing Address

418 Hwy 58 N, Unit A

Mailing Address

418 Hwy 58 N, Unit A

City, State, Zip

Trenton, NC 28585

City, State, Zip

Trenton, NC 28585

Daytime Telephone

252-229-1411

Daytime Telephone

252-448-5111

Facsimile Number

252-448-1072

Facsimile Number

252-448-1072

Pager or Cellular Number

Pager or Cellular Number

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this 15 day of October, 2018.

## GOVERNING BODY

## CERTIFYING OFFICIAL

Name and Title

Mike Haddock Chairman

Name

Angelica Hall

Name and Title

Joe Higgins Vice Chairman

Official Position

Clerk to the Board

Name and Title

Sandra Jack Riggs Commissioner

Daytime Telephone

252-448-7571

## CERTIFICATION

I, Angelica Hall, (Name) duly appointed and Clerk to the Board (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of Jones County (Organization) on the 15<sup>th</sup> day of October, 2018.

Date: 10-15-2018

Signature: Angelica Hall

## APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

## STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.